

**United States Bankruptcy Court
EASTERN DISTRICT OF MISSOURI**

In re:)	
Mark Edward Norris)	Case No. 17-45453-399
Yolanda Ann Norris)	Hearing Date: 08/29/2018
)	Hearing Time: 10:30 a.m.
Debtor(s))	Hearing Location: 5 North

THIRD AMENDED CHAPTER 13 PLAN

**PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts:
(complete one of the following payment options)**

\$__ per month for __ months.

\$__ per month for __ months, then \$__ per month for __ months, then \$__ per month for __ months.

A total of \$ 1,341.00 through June, 2018, then \$ 140.00 per month for 26 months beginning with the payment due in July, 2018.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of NONE, if any, to be paid to the Trustee.

DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

1. **Trustee and Court Fees**. Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. **Executory Contract/Lease Arrearages**. Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
-NONE-		9 Months

3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments**. Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
Susie Davis	\$650.00	DEBTOR

(B) **Post-petition personal property lease payments**. Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with the terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
-NONE-		

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 5A below:

CREDITOR NAME	MONTHLY PAYMENT
-NONE-	

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
-NONE-		

(E) **DSO claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
-NONE-		

4. **Attorney Fees.** Pay Debtor's attorney \$ 1,955.00 in equal monthly payments over 18 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See the Local Rules for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
-NONE-		48 Months	0%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 5.50 % interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/INTEREST
-NONE-		59 months	

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 5.50 % interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9(A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/INTEREST
-NONE-			59 Months	

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claim(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
-NONE-				

(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$ 2,000.00 of debtor's attorney's fees and any additional attorney fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(L.F. 13 Rev. 5/2015)

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
-NONE-			

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to §§507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE (100% or lesser dollar amount enumerated here)
-NONE-		

8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
-NONE-	

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$ **118,758.59**. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$ **0.00**. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$ **0.00**. Debtor guarantees a minimum of \$ **0.00** (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
Midwest Title Loan	2005 Pontiac Bonneville

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
Capital Ba6	Lease

10. Other: **The surrender of collateral (2005 Pontiac Bonneville) to Midwest Title Loan pursuant to this post confirmation amended plan shall not affect Midwest Title Loan's filed and allowed claim, but the Trustee shall stop payment on the claim until such time as Midwest Title Loan files an amended claim showing the secured and unsecured deficiency still owed after liquidation of the surrendered collateral.**

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns, Debtor shall provide a copy of each return to the Chapter 13 Trustee.

14. Any post-petition claims filed and allowed under 11 U.S.C. § 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: July 18, 2018

DEBTOR: /s/ Mark Edward Norris
Mark Edward Norris

DATE: July 18, 2018

DEBTOR: /s/ Yolanda Ann Norris
Yolanda Ann Norris

RESPECTFULLY SUBMITTED,

Law Offices of Tobias Licker, LLC
/s/ Tobias Licker
Attorney for Debtor, #56778,
1861 Sherman Drive
St. Charles, MO 63303
Tel.: (636) 916-5400
Fax: (636) 916-5402
Email: Tobias@lickerlawfirm.com

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the **foregoing document** was filed electronically on 7/19/2018, with the United States Bankruptcy Court, and has been served on the parties in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronic Mail Notice List.

I certify that a true and correct copy of the **foregoing document** was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, addressed to those parties listed on the Court's Manual Notice List and listed below on 7/19/2018.

/s/ Saloni Mehta

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Middletown, CT 06457

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Kennesaw, GA 30144

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Saint Louis, MO 63166

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Apelles, LLC
3700 Corporate Dr #240
Columbus, OH 43231

AT&T
PO Box 5014
Carol Stream, IL 60197

Bridgecrest Credit
7300 E Hampton Ave
Mesa, AZ 85209

Capital One Bank Usa Na
PO Box 30285
Salt Lake City, UT 84130

Charter Communication
PO Box 790086
Saint Louis, MO 63179-0086

Charter Communications
4500 Salisbury Rd Ste 10
Jacksonville, FL 32216

Chuck Rolek
707 Lakeshore Dr.
O Fallon, IL 62269

City of O'Fallon
255 South Lincoln Ave
O Fallon, IL 62269

Comenitybk/victoriasec
Po Box 182789
Columbus, OH 43218

Con Col Mgm
Po Box 1839
Maryland Heights, MO 63043

Convergent Outsourcing
800 SW 39th Street
Renton, WA 98057

Country Mutual Insurance Company
1701 Towanda Ave
Bloomington, IL 61701

Credit Acceptance
Po Box 513
Southfield, MI 48037

Credit Collection Services
NOTICES
725 Canton Street
Norwood, MA 02062

Credit Management LP
4200 International Pkwy
Carrollton, TX 75007

Dcma
201 N. Main Street
Saint Charles, MO 63301

Direct TV
3899 Veteran Memorial Pkwy
Saint Peters, MO 63376

Dollar General 04583
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53 Perimeter Ctr E Ste. 440
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St Louis, MO 63146

Electro Savings CU
1805 Craigshire Dr
Arnold, MO 63010

First Collection Services
1092 Otter Creek E Blvd
Mabelvale, AR 72103

First Community Credit Union
2897 Veterans Memorial Pkwy
Saint Charles, MO 63301

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Sioux Falls, SD 57104

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3820 N Louise Ave
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Midwest Title Loan
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Granite City, IL 62040

Portfolio Recovery Associates
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Ste 100
Norfolk, VA 23502

Radiology Consultants of MidAmerica
301 W Lincoln St # 104
Belleville, IL 62220

Regions Bank
2050 S Old Hwy 94
Saint Charles, MO 63301

Ricky Perry
Brown & Crouppen
211 N Broadway #1600
Saint Louis, MO 63102

S E Emergency Phys Memphis
6681 Country Club Drive
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Shiloh Family Dental
3750 Green Mount Crossing Dr
O Fallon, IL 62269

SLU Care
3691 Rutger St
Saint Louis, MO 63110

St Louis Community Credit Union
3651 Forest Park Ave
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Stellar Recovery Inc
4500 Salisbury Rd Ste 10
Jacksonville, FL 32216

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